

Akiak  
Akiachak  
Alakanuk  
Andreafsky  
Aniak  
Anvik  
Atmaultuak  
Bethel  
Bill Moore's Slough  
Cheforak  
Chevak  
Chuathbaluk  
Chuloonawick  
Crooked Creek  
Eek  
Emmonak  
Georgetown  
Grayling  
Hamilton  
Holy Cross  
Hooper Bay  
Kasigluk  
Kipnuk  
Kongiganak  
Kotlik  
Kwethluk  
Kwigillingok  
Lime Village  
Lower Kalskag  
Marshall  
Mekoryuk  
Mountain Village  
Napaimute  
Napakiak  
Napaskiak  
Newtok  
Nightmute  
Nunam Iqua  
Nunapitchuk  
Ohogomiut  
Oscarville  
Paimute  
Pilot Station  
Pitka's Point  
Quinhagak  
Red Devil  
Russian Mission  
Scammon Bay  
Shageluk  
Sleetmute  
St. Mary's  
Stony River  
Toksook Bay  
Tuluksak  
Tuntutuliak  
Tununak  
Umkumiut  
Upper Kalskag

September 29, 2022

**VIA USPS EXPRESS MAIL  
AND EMAIL**  
Roselyn.Tso@ihs.gov

Roselyn Tso, Director  
Indian Health Service  
5600 Fishers Lane  
Rockville, MD 20857

Re: Contract Disputes Act claim for unpaid  
contract support costs due in FY 2016 under  
Compact No. 58G950033 and associated  
Funding Agreement

Dear Director Tso:

The Yukon-Kuskokwim Health Corporation (YKHC) hereby claims the right to immediate payment of \$26,052,735 plus interest, due and owing to YKHC under the provisions of the above-referenced Compact and associated funding agreement, as amended, in effect between the parties for fiscal year 2016. Calculations of the amount are as follows:

Third-Party Revenue Expenditures net of exclusions	\$65,690,203
Final Indirect Cost Rate	39.66%
<b>Total Indirect CSC Due</b>	<b>\$26,052,735</b>

This claim is submitted pursuant to the provisions of the Contract Disputes Act, 41 U.S.C. §§ 7101-7109 and §§ 110(a) and (d) of the Indian Self-Determination and Education Assistance Act, as amended (ISDEAA), for all damages arising out of the failure of the Indian Health Service (IHS) to pay full contract support costs to which YKHC was entitled.

During the year at issue, YKHC's Compact and funding agreement (contracts), indirect cost agreements, and the ISDEAA obligated the United States to pay YKHC no less than the full amount of contract support costs associated with YKHC's operation of the entire federal programs YKHC carried out pursuant to its contracts with IHS, as amended. This claim is specifically comprised of

indirect costs to support YKHC's total health program, consistent with the decision issued in *Navajo Health Foundation—Sage Memorial Hospital, Inc., v. Burwell*, Case No. 1:14-cv-00958 (D.N.M Nov. 3, 2016) (Docket 253), interpreting 25 U.S.C. §§ 5325(a)(3)(A)(ii) (reimbursable contract support costs include “any additional administrative or other expense incurred by the governing body of the Indian Tribe or Tribal organization and any overhead expense incurred by the tribal contractor in connection with the operation of the Federal program, function, service, or activity pursuant to the contract”). It includes the sum set forth above and, without limitation, all other damages arising out of IHS's failure to pay full contract support costs on portions of YKHC's health program supported by third-party revenues. *See above* Claim Calculations (calculating unreimbursed contract support costs associated with programs funded with third-party revenues). The claim does not duplicate any funding provided as part of the Secretarial amount paid to YKHC under the Compact. *See* 25 U.S.C. 5325(a)(3)(A) (limiting duplicative costs to “funding provided under subsection [5325](a)(1)”). Nor does it include costs associated with the portion of YKHC's health program supported by funds appropriated to the Indian Health Service and paid to YKHC under subsection 5325(a)(1).

This claim is supported by the originals of all contracts, contract modifications, funding agreements, amendment thereto, indirect cost rate agreements, and audits, all of which are in the custody of the Government. YKHC has endeavored to calculate its claims based upon the best available evidence, including its audits and financial records. As additional documentation and information becomes available, and as additional analysis proceeds, the amount claimed herein or to be claimed in the event of any appeal, is subject to adjustment

Please recall that under the terms of the Prompt Payment Act, 31 U.S.C. § 611 and the Contract Disputes Act, interest is accruing on the amount due.

In any future correspondence concerning our claim, please send a copy to the law firm of Sonosky, Chambers, Sachse, Miller & Monkman, LLP, ATTN: Rebecca Patterson, at 510 L Street, Suite 310, Anchorage, AK 99501, or by email at [rebecca@sonosky.net](mailto:rebecca@sonosky.net).

Sincerely,

Yukon-Kuskokwim Health Corporation



Dan Winkelman  
President & CEO

## CERTIFICATION OF CONTRACT DISPUTES ACT CLAIMS

I, Dan Winkelman, President & CEO of the Yukon-Kuskokwim Health Corporation (YKHC), hereby certify as follows on behalf of YKHC:

1. The above claims are made in good faith;
2. The supporting data are accurate and complete to the best of my knowledge;
3. The amount requested accurately reflects the adjustment for which YKHC believes the Government is liable; and
4. I have been duly authorized to certify this claim on behalf of YKHC.

DATED this 29th day of September, 2022.



Dan Winkelman  
President & CEO

### CERTIFICATE OF DELIVERY

I, Lisa Wimmer, Vice President of Finance/CFO, swear or affirm under penalty of perjury that:

1. I am an employee of YKHC;
2. I sent, or caused to be sent, the originals of this document via USPS Express Mail to:

Roselyn Tso  
Director, Indian Health Service  
5600 Fishers Lane  
Rockville, MD 20857  
[Roselyn.Tso@ihs.gov](mailto:Roselyn.Tso@ihs.gov)

3. I emailed, or caused to be emailed, a true and correct copy of this document to the person identified in paragraph 2 on the 29th day of September, 2022.

DATED this 29th day of September, 2022.



Lisa Wimmer  
Vice President of Finance/CFO